

**IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

BENEVIS CORP., *et al.*¹

Debtors.

)
) Chapter 11
)
) Case No. 20-33918 (MI)
)
) (Joint Administration Requested)
) **RE: Docket No.**

**ORDER GRANTING DEBTORS' FIRST OMNIBUS MOTION FOR ENTRY OF AN
ORDER (I) AUTHORIZING AND APPROVING THE REJECTION OF CERTAIN
UNEXPIRED LEASES OF NON-RESIDENTIAL REAL PROPERTY AND EXECUTORY
CONTRACTS AND (II) GRANTING RELATED RELIEF**

The above-captioned debtors and debtors in possession (the “Debtors”) filed their motion (the “Motion”)² for the entry of an order (this “Order”) (a) authorizing the Debtors to reject certain unexpired leases of non-residential real property listed on **Schedule 1** to the Order (collectively, the “Rejected Leases”) and certain executory contracts listed on **Schedule 2** to the Order (collectively, the “Rejected Contracts”), effective as of the Petition Date (the “Effective Rejection Date”), and (b) granting related relief, including permitting the Debtors to abandon certain personal property located on the premises associated with the Rejected Leases (the “Personal Property”). The Court has jurisdiction over the Motion pursuant to 28 U.S.C. § 1334 and venue of the Motion is proper pursuant to §§ 1408 and 1409. The Motion is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and the Court may enter a final order on the Motion. The relief requested in the Motion is in the best interests of the Debtors, their estates, stakeholders, and other parties in interest and

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as follows: Benevis Corp. (0242); LT Smile Corporation (2818); Benevis Holding Corp. (0222); Benevis Affiliates, LLC (7420); Benevis, LLC (5524); Benevis Informatics, LLC (7833). The address of the Debtors’ headquarters is 1090 Northchase Parkway S.E., Suite 150, Marietta, GA 30067.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

the Debtors gave sufficient and proper notice of the Motion and related hearings. Upon consideration of the Motion and the First Day Declaration and after considering arguments and evidence presented in support of the Motion, the Court finds that good cause exists to grant the requested relief. It is therefore ORDERED THAT:

1. The Rejected Leases listed on **Schedule 1** attached hereto are rejected under section 365 of the Bankruptcy Code effective as of the Effective Rejection Date.

2. The Debtors are authorized to abandon any Personal Property located at the premises identified on **Schedule 1** hereto on the date of this Order free and clear of all liens, claims, encumbrances, interests, and rights of third parties. The applicable counterparty to each Rejected Lease may dispose of such Personal Property without further notice to any party claiming an interest in such abandoned Personal Property.

3. The Rejected Contracts listed on **Schedule 2** attached hereto are rejected under section 365 of the Bankruptcy Code effective as of the Effective Rejection Date.

4. The counterparty to each Rejected Lease or Rejected Contract must file a proof of claim, if at all, on or before the later of (a) the deadline for filing proofs of claim established in these Chapter 11 Cases and (b) thirty (30) days after the entry of this Order, or else be forever barred.

5. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order

granting the relief requested by the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a waiver of any claims that the Debtors may have against any counterparty to the Rejected Leases or Rejected Contracts, whether or not such claims arise under, are related to the rejection of, or are independent of the Rejected Leases or Rejected Contracts. Any payment made pursuant to this Order should not be construed as an admission as to the validity, priority, or amount of any particular claim or a waiver of the Debtors' or any other party-in-interest's rights to subsequently dispute such claim.

6. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

7. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6006.

8. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Houston, Texas

Dated: _____, 2020

MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

SCHEDULE 1**Rejected Leases**

No.	Landlord	Landlord Address	Tenant (Debtor)	Rejected Lease Address
1.	B-Y Western Valley, LTD.	4629 Macro Drive San Antonio, TX 78218	NCDR, LLC (n/k/a Benevis, LLC)	213 E. Expressway 83 Mission, TX 78572
2.	Cafua Realty Trust XXV, LLC	280 Merrimack St. Methuen, MA 01844	Benevis, LLC	280 Merrimack St., Suite E Methuen, MA 01844
3.	WMG-CCI Norwalk, LLC	c/o W.M. Grace Development Co. 6925 E. Indian School Road Scottsdale, AZ 85251	NCDR, LLC (n/k/a Benevis, LLC)	2383 West 24th Street, Suite 120 Yuma, AZ 85364
4.	Clinton Holdings, LLC	c/o David Tisdale 5657 West Maple Rd. West Bloomfield, MI 48322	Benevis, LLC	41781 Garfield Rd. Clinton Township, MI 48038
5.	Community HealthNet Inc.	1021 West 5th Avenue Gary, IN 46402	NCDR, LLC (n/k/a Benevis, LLC)	1021 West 5th Avenue Gary, IN 46402
6.	FAV Real Estate Venture, L.P.	c/o Moseley Commercial Real Estate 4309 Center Street Houston, TX 77007	NCDR, LLC (n/k/a Benevis, LLC)	5341 Antoine Drive Houston, TX 77091
7.	New Market – Anderson LLC	c/o Jones Lang LaSalle Americas, Inc. Retail Open Air Division 6365 Halcyon Way Suite 970 Alpharetta, Georgia 30005	NCDR, LLC (n/k/a Benevis, LLC)	651 Highway 28BYP Anderson, SC 29624
8.	LRIC Lewisville, L.P.	P.O. Box 660394 Dallas, TX 75266-0394	Benevis, LLC d/b/a Jubilee Dental	724 West Main St. Suite 316 Lewisville, TX 75067
9.	Southgate Galleria Limited Partnership	31000 Northwestern Hwy Suite 200 Farmington Hills, MI 48334	Benevis, LLC	15401 Dix Toledo Rd. Southgate, MI 48195

SCHEDULE 2**Rejected Contracts**

No.	Contract Counterparty	Contract Counterparty Address	Debtor Contract Counterparty	Type of Contract
1.	Chewsi - First Circle, Inc.	10 Charles Street Providence, RI 02904-2249	Benevis, LLC	Marketing Service Agreement dated as of February 1, 2019.
2.	ConnectSouth, LLC	3290 Northside Pkwy., NW, #675 Atlanta, GA 30327	Benevis, LLC	Communications Service Agreement dated as of January 1, 2014.
3.	Deloitte & Touche LLP	191 Peachtree Street NE Suite 2000 Atlanta, GA 30303	Benevis, LLC	Engagement Letter for Specific Services dated as of May 26, 2017.
4.	Doctor Distillery, LLC	1460 4th Street, Suite 304 Santa Monica, CA 90401	Benevis, LLC	Advertising Agreement (online marketing campaign) dated as of June 1, 2017.
5.	Futuredontics, Inc.	6060 Center Drive, Unit 7 Los Angeles, CA 90045	Benevis, LLC	Undated Marketing Service Agreement
6.	Futuredontics, Inc. dba 1-800-DENTIST ("18D")	6060 Center Drive, Unit 7 Los Angeles, CA 90045	Benevis, LLC	Undated Marketing Service Agreement
7.	Kinney Services Inc. Kchecks	3 Tallow Wood Drive, Suite G, Clifton Park, NY 12065	Benevis, LLC	License Agreement dated as of June 20, 2014.
8.	Qwest Communications Corporation	Attn: Legal Department 1801 California Street, Suite 900 Denver, CO 80202	Benevis, LLC	Service Agreement dated as of June 20, 2014.
9.	RapidScale, Inc.	17872 Gillette Avenue, Suite 450 Irvine, CA 92614	Benevis, LLC	Undated Service Agreement
10.	Schmidt Public Affairs, LLC	917 Prince Street Alexandria, VA 22314	Benevis, LLC	Letter Agreement Re: Public Affairs Strategy and Support, State Media Support and Positioning, Brand Management and Message Consistency dated as of October 28, 2014.

No.	Contract Counterparty	Contract Counterparty Address	Debtor Contract Counterparty	Type of Contract
11.	Translation Science Solutions	1902 E Common Street, Ste. 300 New Braunfels, TX 78130	Benevis, LLC	TSS SOW Work Order AI Artificial Intelligence - Caries detection QMS dated as of May 30, 2018.
12.	Western Litigation, Inc.	7720 E. Belleview Avenue Ste. BB-250 Greenwood Village, CO 80111	Benevis Corp.	Claims Management dated as of August 1, 2017..
13.	YPM, INCORPORATED	18400 Von Karman Avenue Suite 200 Irvine, CA 92612	Benevis, LLC	Agreement for National Yellow Pages Service dated as of October 12, 2009.